

**Washington Utilities and Transportation Commission  
Tariff 15-A – Household Goods**

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**ITEM 95 -- BILLS OF LADING**

1. In compliance with RCW 81.29.020 and WAC 480-15-720 carriers must issue a bill of lading on each shipment of household goods transported.
  - (a) A sample bill of lading form follows the text of this item. Carriers are invited to have this sample bill of lading reproduced, in triplicate, for use on Washington intrastate household goods moves.
  - (b) Carriers are not required to use the sample form, it is provided as a guideline only. Carriers may elect to publish their own forms, provided the information shown in this tariff item is contained on the bill of lading.
  - (c) The information shown below, and on the sample bill of lading, is not required to be shown on a single document. Carriers may elect to divide the material between two or more documents. Carriers electing to do so, however, are required to cross reference the records to one another and must file all documents together to facilitate inspection of bills by Commission regulatory staff to determine that all information required by this tariff item have been included on the documents.

**Refer to following pages for information that must  
be included on Bills of Lading contracts.**

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Issued: January 12, 2000

Effective: February 1, 2000

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Issued by: Washington Utilities and Transportation Commission

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**2. Information That Must Be Included on Uniform Household Goods Bills of Lading:**

- a. The name, permit number, address, telephone number, and fax number (if any) of the household goods carrier;
- b. The name, address, and telephone number of the customer;
- c. The name, address, and telephone number of the consignee;
- d. The exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment;
- e. The actual pickup date; and
- f. A declaration of the length of time the shipper wishes property to be stored (permanent storage or storage in transit). The declaration must state as follows:

**STORAGE:** If shipment will be placed into storage, the customer must initial option selected:

- \_\_\_\_\_ This shipment is to be placed in storage for a period of less than 90 days (storage in transit).
- \_\_\_\_\_ This shipment is to be placed in storage for more than 90 days (permanent storage).
- \_\_\_\_\_ This shipment is to be placed in storage in transit for an unknown period of time), I understand that on the 91st day of storage the shipment becomes permanent storage.

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Issued: January 12, 2000

Effective: February 1, 2000

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Issued by: Washington Utilities and Transportation Commission

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- g. A declaration of the type of estimate (binding or non-binding) under which the shipment is moving. If the household goods carrier does not offer binding estimates, the language shown below relating to binding estimates may be omitted. This declaration must state:

**ESTIMATES:** The customer must initial option selected:

\_\_\_\_\_ I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.

\_\_\_\_\_ I understand this shipment is moving under a **binding estimate** and that I will be required to pay the amount shown on that estimate.

\_\_\_\_\_ I understand this shipment is moving under a **non-binding estimate**.

**NOTE:** If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110 percent of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115 percent of the estimate (plus any supplements) for mileage rated shipments nor more than 125 percent of the estimate plus supplements for hourly rated shipments.

- h. A section where the customer must select the type of valuation coverage under which the shipment is moving. This section must read as follows:

**VALUATION:** The customer must initial option selected:

\_\_\_\_\_ **Basic value protection.** I release this shipment to a value of 60 cents per pound per article, with no cost to me for the protection; or

\_\_\_\_\_ **Depreciated Value Protection.** I release this shipment to a value of \$2 per pound times the weight of the total shipment.

\_\_\_\_\_ I declare a lump sum total dollar valuation on this entire shipment of: \$\_\_\_\_\_ and select the following option:

\_\_\_\_\_ **Replacement Cost Coverage with a \$300 Deductible.**

Declared value must be at least \$3.50 times the weight of this shipment.

\_\_\_\_\_ **Replacement Cost Coverage** with no deductible. Declared value must be at least \$3.50 times the weight of this shipment.

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Issued: January 12, 2000

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- i. **If the shipment will be rated under mileage rates:** The tare, gross, and net weights of the shipment.
- j. **If the shipment will be rated under hourly rates:**
  - (a) The time the vehicle left the carrier's terminal and the time it returned to the terminal or was released to go to another customer; and
  - (b) The start time, stop time, and any interruption for each person involved in or on the shipment.
- k. The amount and type of any charges assessed. Each charge must be fully described. Example: the number of each type of packing cartons used, the charge per carton, and total charge for each type of carton must be shown.
- l. Each accessorial service performed, and the charge for that service, must be shown as a separate line item on the bill of lading.
- m. Each advance or third party billing charge must be shown on the bill of lading as a separate line item.
- n. Any item, reason or circumstance that entered into the determination of the final charges must be shown as a separate line item. Example: If the carrier was required to travel via other than the regular route between origin and destination due to road closure, this information must be shown on the bill of lading.
- o. A notation that the customer was provided a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer" or that the customer refused a copy when it was offered.
- p. The method of payment of total tariff charges. This section of the bill must state:

**PAYMENT:** The customer agrees to pay charges, at time of delivery, by:

\_\_\_\_ cash \_\_\_\_ money order \_\_\_\_ certified check \_\_\_\_ credit card  
\_\_\_\_ personal check \_\_\_\_ business check \_\_\_\_ debit card

If credit arrangements are made, bill to:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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**3. Information That Must Included on the Back of the Bill of Lading**

The following terms and conditions which govern transportation of household goods in Washington intrastate commerce must be printed on the back of the Bill of Lading:

**CONTRACT TERMS AND CONDITIONS OF**  
**UNIFORM HOUSEHOLD GOODS BILL OF LADING**

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission:

**SECTION 1.**

- (A) **THE CARRIER IS LIABLE** for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in storage-in-transit, including breakage, if articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier's liability is subject to the limitations of liability described in Section 2.
- (B) **THE CARRIER IS NOT LIABLE** for loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, for the following circumstances:
- (1) Breakage, when articles are packed by the customer or the customer's representative unless it can be proven that the breakage resulted from negligence by the carrier in handling the article(s).
  - (2) Change in the condition or flavor of perishable articles.
  - (3) Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters, or valuable papers of any kind.
  - (4) Loss or damage to jewelry, watches, precious stones, or precious metals.
  - (5) An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment such articles as explosives, dangerous articles or dangerous goods.
  - (6) Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes.
  - (7) Hostile or warlike action or use of any weapon of war (in time of peace or war); terrorism; insurrection; rebellion; revolution; civil war, usurped power; and action taken in hindering, combating or defending against such occurrences: (a) by any government or sovereign power, or by authority maintaining or using military forces; or (b) by military forces; or (c) by an agent of any such government, power, authority or forces.

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- (8) Seizure, confiscation, or destruction under quarantine by order of any government or public authority.
- (9) Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- (10) Acts of God.

**SECTION 2.** The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected **Basic Value Protection**, the carrier's maximum liability shall be the actual loss or damage not exceeding \$.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected **Depreciated Value Protection**, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$2.00 times the actual weight (in pounds) of the shipment.
- (C) If the customer selected **Replacement Cost Coverage with a deductible**, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$3.50 times the weight of the shipment, or the lump sum declared value, whichever is greater.
- (D) If the customer selected **Replacement Cost Coverage**, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$3.50 times the weight of the shipment, or the lump sum declared value, whichever is greater.

**SECTION 3.** Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

**SECTION 4.** The customer must pay all legal charges. If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. If this contract is referred to a court for resolution, the non-prevailing party shall be responsible for payment of a reasonable attorney fees and court costs.

**SECTION 5.**

- (A) The carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make delivery because:

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- (1) The carrier was unable to locate a customer at the address given or the correct

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Effective: February 1, 2000

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address; or

- (2) The customer refused or was unable to accept delivery; or
- (3) On a shipment moving under a non-binding estimate, the customer was unable or refused to pay up to 110 percent of the amount of the original estimate. The carrier's liability as a common carrier ends with delivery to the warehouse and the shipment becomes subject to the warehouses's liability, terms and conditions. The carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery.

(B) The carrier may sell the property in a shipment if:

- (1) The customer refuses the shipment at destination;
- (2) The customer fails to receive or claim the shipment within 15 days after the carrier has mailed a written notice to the customer to the addresses shown on face of this Bill of Lading; or
- (3) If the customer fails or has refused to pay the lawful charges in accordance with the carrier's tariff and Commission rules.

(C) The carrier may sell the property at its option:

- (1) Upon notice in the manner authorized by law, or
- (2) To the highest bidder at a public auction held at a time and place named by the carrier. The carrier must give the customer at least 30 days' written notice of the sale and must publish a notice containing a description of the property (as described in the Bill of Lading) and the name of the customer at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale. The proceeds of any sale will be applied toward payment of the lawful charges due for the shipment and toward expenses for the notice, advertising and sale, and storing, caring for and maintaining the property before the sale. The balance, if any, shall be paid to the owner of the property. **However**, the carrier may sell any perishable articles in the shipment at a public or private sale without the notices described above, if, in the opinion of the carrier, the sale is necessary to prevent deterioration or further deterioration.

**SECTION 6.** To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

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Issued: January 12, 2000

Effective: February 1, 2000

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Issued by: Washington Utilities and Transportation Commission

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Correction No. \_\_\_\_\_